



## Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

451. But if the plaintiff's complaint discloses to a legal certainty that he cannot recover the necessary amount the cause must be dismissed. *Royal Insurance Co. v. Stoddard*, 201 Fed. 915. The courts have thus, with respect to the pleadings, required that a plaintiff's belief that the jurisdictional amount is in controversy be not only *bona fide* but reasonable. But the rule has not been uniformly applied where the plaintiff's evidence discloses that he cannot recover \$3000. As the objective standard will best accomplish the purpose of the statute it should be applied in this case too. It has in fact been applied. *Hornsted v. Merkley et al.*, 59 Fed. 502. See *Maxwell v. A. T. & S. F. R. Co.*, 34 Fed. 286. *Contra, Lewis v. Klepner*, 176 Fed. 343. The principal case wisely adopts the rule that the good faith must be reasonable. But the court must be careful to distinguish between its own opinion and the possible opinion of a reasonable man. *Evans et al. v. Lehigh, etc. Co.*, 205 Fed. 637.

**INTOXICATING LIQUORS — CERTIORARI — LICENSE TO SELL LIQUOR GRANTED DURING NATIONAL PROHIBITION SET ASIDE AT SUIT OF PRIVATE CITIZEN.** — On June 30, 1919, the Board of Commissioners of Jersey City issued a license for the sale of spirituous liquors from its date to July 1, 1920, "subject to the provisions of the laws regulating the sale of intoxicating liquors and the granting of licenses therefor." A private citizen of Jersey City prosecuted a writ of *certiorari* against the commissioners to set aside the license as violative of the federal Wartime Prohibition Act and the prohibition amendment to the Federal Constitution. (40 STAT. AT L. 1045; U. S. CONST. AM. ART. XVIII.) *Held*, that it be set aside. *Wilson v. Commissioners of Jersey City*, 107 Atl. 797 (N. J.).

It is a general rule that a court will not review the proceedings of another tribunal by a writ of *certiorari* unless the prosecutor can show that he will suffer a special injury beyond that sustained in common with the public. *Davis v. Hampshire County*, 153 Mass. 218, 26 N. E. 848; *District Board of Education v. Gilleland*, 191 Mich. 276, 157 N. W. 609. This rule is recognized in New Jersey. *Tallon v. Hoboken*, 60 N. J. L. 212, 37 Atl. 895. See *Ford v. Bayonne*, 87 N. J. L. 298, 299, 93 Atl. 591, 592. But its decisions as to what constitutes such special interest are conflicting. See *Specht v. Central Pass. Ry. Co.*, 68 Atl. (N. J.) 785, 788. But some jurisdictions, while conceding the general rule above, allow any private citizen regardless of special interest to sue out the writ to enforce a duty owing to the public. *Collins v. Davis*, 57 Iowa, 256, 10 N. W. 643; *State v. Ravalli County*, 21 Mont. 469, 54 Pac. 939. This doctrine was applied in the case upon which the court in the principal case relied. *Ferry v. Williams*, 41 N. J. L. 332. In regard to the substantive point of the principal case, the decision also seems correct. State statutes are suspended when Congress, in the exercise of powers granted to it, legislates upon the same subject matter, provided Congress intended its legislation to cover the whole field of that subject matter. *Gulf, etc. Ry. Co. v. Hefley*, 158 U. S. 98; *Southern Ry. Co. v. Reid*, 222 U. S. 424. See Samuel Williston, "The Effect of a National Bankruptcy Law upon State Laws," 22 HARV. L. REV. 547. See also 29 HARV. L. REV. 439. Thus it would seem that the right of the commissioners in the principal case to grant licenses for the sale of spirituous liquors was suspended while the Wartime Prohibition Act was in force.

**MANDAMUS — PERSONS AND ACTS SUBJECT TO MANDAMUS — CONTROL OF EXECUTIVE OFFICERS BY THE WRIT.** — A statute provided "that any person or association of persons qualified to make entry under the coal land laws of the United States who shall have opened or improved a coal mine or coal mines . . . may locate the land upon which such mine or mines are situated" (33 STAT. AT L. 525). The petitioner claimed to have fulfilled the requirements of the statute and therefore to be entitled to a patent. Upon refusal of the Secretary of the Interior to issue one, he brings *mandamus* proceedings to compel such action.

*Held*, that the writ be refused. *U. S. ex rel. Alaska Smokeless Coal Co. v. Lane, Sec. of the Interior*. U. S. Sup. Ct., October Term, 1919, No. 36.

For a discussion of this case, see NOTES, p. 462, *supra*.

**SALES — AFTER-ACQUIRED PROPERTY — FUTURE CROPS — RETENTION OF POSSESSION BY VENDOR.** — The defendant sold the plaintiff all the beans to be planted and raised that year on the defendant's land. It was expressly stated that title was to pass at once. After the beans were harvested, the defendant mortgaged the crop and transferred possession to the mortgagee. The buyer sued the seller and the mortgagee for the beans. *Held*, that title had passed to the plaintiff subject to the mortgagee's lien. *Hamilton v. Klinke*, 183 Pac. 675 (Cal.).

The court's decision was based upon the doctrine of potential possession. "In certain cases a seller may transfer title to goods which he does not then own," on the theory that he is already potential owner. *Grantham v. Hawley*, Hob. 132; *Briggs v. United States*, 143 U. S. 346. See WILLISTON ON SALES, §§ 133-137. In practice this doctrine has been limited to crops and the young of animals. By the application of this doctrine, when such property comes into existence title passes to the buyer free from any defects arising since the bargain. *Grantham v. Hawley, supra*. Because of its great hardship upon innocent third parties, arbitrary limitations of the doctrine have been laid down in several states. *Shaw v. Gilmore*, 81 Me. 396, 17 Atl. 314. See 1913 MINN. GEN. STAT., § 698o. In England and in some states, except as applied to mortgages, it has been abolished. See SALE OF GOODS ACT, 56 & 57 Vict., c. 71, § 5 (3). See also UNIFORM SALES ACT, § 5 (3). In those states where the doctrine is still upheld, through the intervention of another rule, a prior purchaser's title is defeated by a sale and delivery by the seller to a subsequent purchaser. See WILLISTON'S CASES ON SALES, 3 ed., 384, note. See also Samuel Williston, "Transfers of After-Acquired Personal Property," 19 HARV. L. REV. 569, 570. The principal case illustrates this safeguard against the hardships of the doctrine.

**SALES — RISK OF LOSS — TIME OF PASSING OF TITLE — C. I. F. CONTRACTS.** — The seller in Halifax contracted to sell to the buyer in Philadelphia goods c. i. f. Philadelphia. The quoted price included the cost, insurance, and freight. The goods were destroyed in transit by a submarine. *Held*, that the loss falls on the buyer. *Smith Co. v. Marano*, 76 Leg. Int. 768.

Unless a contrary intention appears, if the contract requires the seller to deliver at a distance, or to pay the freight, the property does not pass until the goods have been delivered to the buyer. See UNIFORM SALES ACT, § 19, subd. 5. But a c. i. f. contract does not come within this section. See WILLISTON ON SALES, 408. While it might well be considered the same as a contract f. o. b. destination, it is treated more like a sale f. o. b. point of origin. See *Mee v. McNider*, 109 N. Y. 500, 503. This doctrine must rest on the theory that the obligation of a c. i. f. contract is met by the delivery to the buyer of the bill of lading, invoice, and policy of insurance. *Horst Co. v. Biddell Bros.*, [1911] 1 K. B. 214, aff'd [1912] A. C. 18. See *Karburg & Co. v. Blythe, Green, Jourdain & Co.*, [1915] 2 K. B. 379, 388. It is not clear from the cases whether the property in the goods passes at the time of the delivery of the goods to the carrier or at the time of the delivery of the documents to the buyer. See *Mee v. McNider, supra*; *Karburg & Co. v. Blythe & Co.*, [1916] 1 K. B. 495, 514; *Groom v. Barbour*, [1915] 1 K. B. 316, 324. But it is unnecessary to decide this point, because it is clear that the risk throughout is on the buyer. *Manbre Saccharine Co. v. Corn Products Co.*, [1919] 1 K. B. 198. Therefore, if the seller has followed his authority as to the insurance, and the goods are destroyed in transit by the public enemy, the seller is not thereby precluded from making a valid tender of